

**AGREEMENT AND RELEASE**

This Agreement and Release is made this 20<sup>th</sup> day of April, 2019, between Plaintiffs, Marjorie Gillespie et al and the other plaintiffs (collectively the “Plaintiffs”), and Defendants, Lori Dring and Nancy Asaro (“Dring and Asaro”), through their respective counsel.

WHEREAS, Plaintiffs instituted an action in the United States District Court for the Middle District of Pennsylvania, 2015-CV-00950, seeking an order of court requiring Dring and Asaro to convey to each of them an easement to access Lake Ariel over a parcel of land on the west shore of Lake Ariel, known as the West Shore Strip, and, a declaratory judgment from the Court that each of them owned a prescriptive easement to access Lake Ariel over the West Shore Strip.

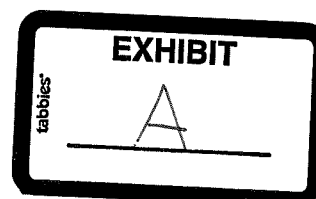
WHEREAS, Dring and Asaro filed an Answer in said action denying that they had any obligation to convey to Plaintiffs an easement to access Lake Ariel across the West Shore Strip, and further denying that Plaintiffs held a prescriptive easement to cross the West Shore Strip.

WHEREAS, Dring and Asaro also filed a counterclaim in said action seeking damages and other relief from Plaintiffs on the grounds that Plaintiffs had been trespassing on the West Shore Strip, and a claim for reimbursement of attorney’s fees and expenses.

WHEREAS, the Court, on October 10, 2018, granted summary judgment for Dring and Asaro on the claims contained in Plaintiffs’ Complaint.

WHEREAS, the Court has scheduled trial on the counterclaim of Dring and Asaro for the July, 2019 trial list, and Dring and Asaro’s claim for attorney’s fees has been held in abeyance.

WHEREAS, the parties have agreed on a partial settlement of their dispute, which will involve the dismissal of the counterclaim without prejudice.

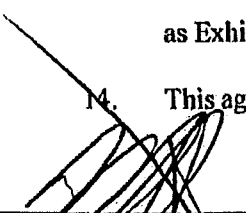


NOW THEREFORE, intending to be legally bound, Plaintiffs and Dring and Asaro, through their respective counsel, agree on the following:

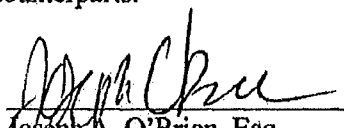
1. The counterclaim filed by Dring and Asaro in this matter shall be dismissed without prejudice, and the parties shall sign and file with the Court the Stipulated Order attached hereto as Exhibit "A".
2. Without releasing any of their claims for any continuing trespass, Dring and Asaro hereby release Plaintiffs for all claims arising out of any trespass over the West Shore Strip that has occurred or may occur prior to April 1, 2019.
3. Dring and Asaro reserve the right to pursue trespass claims for any trespass over the West Shore Strip that may be committed by Plaintiffs or their successors-in-interest or successors-in-title on or after April 1, 2019, and to pursue any claims for any continuing trespass which commenced prior to that date.
4. Plaintiffs or their successors-in-interest or successors-in-title reserve the right to defend against any trespass claims filed by Dring and Asaro or their successors-in-interest or successors-in-title for any trespass that may be committed over the west shore strip on or after April 1, 2019 and to defend against any claims for continuing trespass which commenced prior to that date.
5. This Agreement and Release is not intended to be, nor should it be construed, as a waiver by Plaintiffs, their successors-in-interest or successors-in-title of any defenses that they may have to any trespass claim instituted by Dring and Asaro or their successors-in-interest or successors-in-title for trespass committed on or after April 1, 2019, or any claim instituted by Dring and Asaro or their successors-in-interest or successors-in-title for continuing trespass which commenced prior to that date.

6. This Agreement and Release is not intended to be, nor should it be construed as a waiver by Dring and Asaro of any rights or claims they may have, arising out of trespass occurring on or after April 1, 2019, or for any continuing trespass which commenced prior to that date.
7. Plaintiffs acknowledge Dring and Asaro's ownership of the west shore strip, and that, any construction that they may perform on the west shore strip is done at their own risk.
8. Dring and Asaro acknowledge that the approval of the Stipulated Order referred to in this Agreement and Release will constitute a final resolution of all of the issues pending in this matter in the United States District Court, and therefore at that time Plaintiffs may choose to appeal to the Third Circuit Court of Appeals from the Summary Judgment Order of the District Court entered on October 10, 2018; however, the parties agree that Dring and Asaro may submit an application for an award of attorney's fees, costs and expenses to the District Court within thirty (30) days after approval of the Stipulated Order attached hereto as Exhibit A.
9. Dring and Asaro reserve the right to contest and/or defend against any such appeal filed by Plaintiffs.
10. Plaintiffs and Dring and Asaro agree that the time for either of them to pursue any claim for attorney's fees, costs and expenses, arising out of an appeal of this litigation, shall be extended to 30 days after (A) final resolution by the appellate Courts; or (B) the time to appeal a judgment of the appellate Court has expired.
11. This Agreement and Release constitutes the entire agreement of the parties as to the matters set forth herein. It may be amended only by an amendment signed by the parties or their counsel.

12. The undersigned represent that they have the authority to enter into this Agreement and Release on behalf of their respective clients.
13. The parties agree that the Release set forth in Paragraph 2, above, shall not be effective unless and until the Court approves the Stipulated Order attached hereto as Exhibit "A".
14. This agreement may be signed in counterparts.



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